#### REVENUE SHARE AGREEMENT

THIS AGREEMENT entered into as of the date set forth below by and between Dot Vegas, Inc., a Nevada corporation ("Company"), and the City of Las Vegas ("City"), a municipal corporation within the State of Nevada, collectively defined as the Parties.

#### RECITALS

WHEREAS, Company is preparing to submit an application to the Internet Corporation for Assigned Names and Numbers ("ICANN") for authorization to create, operate and manage a .vegas top level domain (".vegas TLD") within the Domain Name System ("DNS") of the Internet; and

WHEREAS, Company has requested that the City provide a written letter of support of Company's .vegas TLD application and the City has agreed to provide said letter of support in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration including the covenants and agreements set forth herein, the Parties agree as follows:

- 1. Expression of Support: In accordance with a resolution adopted by and under the authority of the Las Vegas City Council, the City hereby expresses its full support for Dot Vegas Inc.'s application to ICANN for the creation of a .vegas TLD in the DNS, as well as Dot Vegas, Inc. as the designated applicant, operator and manager of said .vegas TLD. The City, represented by the Mayor [City Manager], will execute and deliver to Company a Council resolution of support in the form attached hereto as Exhibit "A". In consideration of the financial and other accommodations set forth in this Agreement, the City agrees that it will not endorse or otherwise support any competing application, if any, for the creation of a .vegas TLD.
- Revenue Share: For and in consideration of the City's support set forth herein, Dot 2. Vegas Inc. agrees and shall pay to the City the greater of (a) \$0.50 per registration year for each second level domain name (the "Domain Name(s)") registered in the .vegas TLD for which the Company collects domain name registration or renewal revenue; or (b) ten percent (10%) of the gross profits derived by the Company from domain name registrations, or renewals thereof (the "Revenue Share"). As used in this Agreement, "gross profits" shall be defined as gross revenues recognized from domain name registrations or renewals thereof, less fees paid for the provisioning of technical back-end services for the .vegas TLD, the cost of goods, insurance, comarketing or other promotional expenses paid to registrars or other resellers of .vegas domain names, charge-backs, and domain name cancellations. The Revenue Share shall commence with the registration of the first Domain Name registered in the .vegas TLD and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between the Company and ICANN. The Revenue Share payment shall be disbursed to the City on or before the 15<sup>th</sup> day of the month for those Domain Names registered or renewed in the previous calendar month. The Revenue Share payment to the City shall be accompanied by a written statement (the "Revenue Share Statement") setting forth the calculations of the Revenue Share paid, including the total number of Domain Names registered or renewed in the previous month for which the Company recognized registration or

renewal revenue. If the City disputes any amounts shown in the Revenue Share Statement, the City shall notify the Company in writing of such dispute within thirty (30) days from the date of the Revenue Share Statement. The dispute statement shall include a general description of the dispute and documentation supporting the City's position.

The Company will retain at its principal place of business, for a period of three (3) years after the due date of each Revenue Share Statement all of the files, records and books of accounts prepared in the normal course of business which contain data reasonably required for the computation and verification of the amounts paid by the Company in connection with each such Revenue Share Statement. The Company will permit the City and its representatives, on reasonable notice, to audit at any reasonable times (but not more often than twice each fiscal year) all such files, records and books of accounts and to take extracts therefrom and make copies thereof for the purpose of verifying the correctness of the Revenue Share Statements provided by the Company hereunder. The City shall pay the cost of such audits. If any such audit reveals that the Company has underpaid the City, the Company will promptly pay the City the amount of the underpayment.

- 3. Reservation of Domain Names: Attached as Exhibit "B" to this Agreement is a schedule of domain names that the Parties agree will be reserved for use by the City (the "Reserve Domain Names"). The Reserve Domain Names shall be provided to the City at no cost for a period of five (5) years from the launch date of the .vegas TLD. No later than sixty (60) days prior to the end of such five (5) year term, the City shall give written notice to the Company of its intent to renew all or any of the Reserve Domain Names. Thereafter, the City shall pay the Company's established wholesale registration price for those Reserve Domain Names renewed by the City.
- 4. Responsibilities of the Parties: Except for the delivery of the support letter set forth above in Section 1, the City shall not have any responsibilities relating to the application for, establishment or operation of the .vegas TLD. Rather, the Company shall be solely responsible for all aspects of the preparation and submission of the ICANN application, as well as providing and contributing all financial, technical, customer support, personnel and operational resources necessary for the establishment, development and on-going operation of the .vegas TLD in accordance with Company's agreements with ICANN and all other third parties. The Company shall be solely responsible for compliance with all federal and state laws governing the .vegas TLD, as well as all policies and regulations imposed by ICANN and any other applicable governmental body.
- 5. Termination: This Agreement shall commence upon the date of execution hereof (the "Effective Date") and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between Company and ICANN. The City may terminate this Agreement only for "cause". As used herein, the term "for cause" shall mean and refer to:
  - (i) Company's failure to pay the Revenue Share as required hereunder, provided said termination shall be effective only if the City notifies Company of a default in payment and Company fails to cure said default within thirty (30) days from the date of Company's receipt of such default notice. In the event the amount of a particular payment is subject to dispute pursuant to Section 3 above, Company shall not be deemed

in default hereunder unless Company fails to make payment within thirty (30) days after the date of resolution of said dispute; or

- (ii) Upon the institution by or against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Company's debts, upon Company's making an assignment for the benefit of creditors, or upon Company's dissolution or ceasing to do business; or
- (iii) Company's appointment by ICANN as registry manager for the .vegas TLD terminates for any reason.
- 6. Independent Contractor: The Parties expressly acknowledge that the Parties hereto are independent entities and nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, employment, or any other relationship unless the Parties shall expressly provide to the contrary. Each Party shall be responsible for its own employees and expenses, including payment of all federal, state and local employment taxes.
- 7. Indemnification: Company shall defend and indemnify the City, against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the operation of the .vegas TLD registry. In such event, Company shall within ten (10) business days of its receipt of the notice of the claim or demand, assume the entire control of the defense, compromise or settlement of the matter, including, at Company's expense, employment of counsel of Company's choice. The City shall reasonably cooperate with Company in the defense of any such claims.
- **8. Assignment; Survival of Agreement:** Company may assign this Agreement, including its rights and obligations hereunder provided the assignee hereof unconditionally agrees in writing to assume, observe, and perform all of Company's obligations set forth herein. Likewise, the City may assign, pledge or otherwise encumber its rights to receive payments hereunder, but shall not assign any of its other rights or obligations in a manner which may adversely impact Company's rights to manage and administer the .vegas TLD.
- 9. Governing Law; Venue: This Agreement shall be subject to, and governed by, the laws of the State of Nevada. The Parties agree that only the courts of the State of Nevada shall have jurisdiction over this Agreement and over any controversies arising out of this Agreement. The Parties further agree and expressly consent to the exclusive personal jurisdiction of and venue in a court of competent jurisdiction located in Clark County, State of Nevada. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorneys' fees and costs, incurred by such party in enforcing the terms of this Agreement.
- 10. Notices: All notices shall be given in writing and delivered (a) personally to the recipient by a recognized courier service which documents remittance and receipt dates, or (b) by certified mail, return receipt requested, to the address designated by a Party hereto in writing to the other Party.

Disclosure of Ownership/Principals, Exhibit "C' attached hereto and incorporated herein as a part hereof, all of the persons or entities holding more than 1% ownership interest in Company, and all of the principals of Company. During the term hereof, Company shall notify the City in writing of any material change in the above disclosure within 15 days of such change. IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_\_ day of January, 2010. CITY OF LAS VEGAS ("CITY") By: \_ OSCAR B. GOODMAN, Mayor **ATTEST** BEVERLY K. BRIDGES, MMC City Clerk APPROVED AS TO FORM det S. Sleain 1-6-10 ROBERT S. SYLVAIN Deputy City Attorney DOT VEGAS, INC ("COMPANY")

JAMES E. TREVINO, President

Disclosure of Owners and Principals: Pursuant to Resolution R-105-99 adopted by the

City Council effective October 1, 1999, Company warrants that it has disclosed on the

11.

# <u>ACKNOWLEDGMENTS</u>

| STATE OF NEVADA                        | )                          |   |
|--|----------------------------|---|
| COUNTY OF CLARK                        | ) ss.<br>)                 |   |
| On this                                | day of                     | , 2010, personally appeared before me,  |
| the undersigned, a Notary Pr           | ublic in and for the Count | ty of Clark, State of Nevada, OSCAR B.  |
| GOODMAN, who acknowled                 | edged that he executed the | e above instrument.                     |
|  |                            |   |
| NOTA DA DI DI VO                       |                            |   |
| NOTARY PUBLIC, in and County and State | for said                   |   |
|  |                            |   |
|  |                            |   |
| STATE OF NEVADA                        | )                          |   |
| COUNTY OF CLARK                        | ) ss.<br>)                 |   |
| On this                                | day of                     | _, 2010, personally appeared before me, |
| the undersigned, a Notary Pu           |                            |   |
|  |                            | ne executed the above instrument.       |
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| NOTARY PUBLIC, in and t                | for said                   |   |

### EXHIBIT "A"

### RESOLUTION

# RESOLUTION AUTHORIZING THE SUPPORT OF DOT VEGAS, INC'S., APPLICATION TO THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS AND THE APPROVAL OF THE REVENUE SHARE AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS AND DOT VEGAS, INC., A NEVADA CORPORATION FOR CREATION OF THE .VEGAS TOP LEVEL DOMAIN.

WHEREAS, the City of Las Vegas (the "City") does fully support the Dot Vegas, Inc's., (the Company) application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof; and

WHEREAS, Company is preparing to submit an application to the ICANN for authorization to create, operate and manage a .vegas TLD within the Domain Name System ("DNS") of the Internet; and

WHEREAS, the City and the Company both desire to enter into a revenue sharing agreement ("Revenue Share Agreement") that will provide a new and ongoing revenue stream to the City that will support the City in dealing with the priorities of preserving city jobs, sustaining critical services and maintaining the City's fiscal integrity; and

WHEREAS, the City believes the .vegas TLD will increase and reinforce the visibility of the City worldwide and will be an asset in marketing the City; and

WHEREAS, the City will be provided a schedule of .vegas domain names that will be reserved for exclusive use by the City at no cost for a period of five (5) years from the launch date of the .vegas TLD.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the support of the Company's application is in the best interests of the City and all of its residents; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby authorizes the City Manager to execute the letter in support of the Company's application, Exhibit 1 attached hereto and incorporated herein as a part of this Resolution, and such other documents necessary to meet the City's obligation under the Revenue Share Agreement; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby authorizes the Mayor to execute the Revenue Share Agreement, attached hereto as Exhibit 2 and

| 1  | incorporated herein as a part of this Resolution.  |
|----|--|
| 2  | THE FOREGOING RESOLUTION was passed, adopted and approved this   |
| 3  | day of, 2010.  |
| 4  | CITY OF LAS VEGAS  |
| 5  | To the state of th |
| 6  | By OSCAR B. GOODMAN, Mayor   |
| 7  | ATTEST:  |
| 8  | DEVEDLY I DRIDGES MAG  |
| 9  | BEVERLY K. BRIDGES, MMC Date<br>City Clerk   |
| 10 | APPROVED AS TO FORM:   |
| 11 | ATROVED AS TO PORIVI.  |
| 12 | Robert S. Sylvain Date Deputy City Attorney  |
| 13 | Deputy City Attorney   |
| 14 |  |
| 15 |  |
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### EXHIBIT 1

# LETTER OF SUPPORT



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN MAYOR

GARY REESE MAYOR PRO TEM

STEVE WOLFSON LOIS TARKANIAN STEVEN D. ROSS RICKI Y. BARLOW STAVROS S. ANTHONY

ELIZABETH N. FRETWELL CITY MANAGER Wednesday, January 20, 2010

Dot Vegas, Inc. Attn: James E. Trevino, President 10161 Park Run Drive Suite 150 Las Vegas, NV 89145

Support for Dot Vegas, Inc.'s
Application to Establish and Operate the .vegas Top Level Domain

Dear Mr. Trevino:

Re:

Consistent with and under the authority of the resolution adopted on January 20, 2010 by the City Council of the City of Las Vegas, the City is pleased to extend its full support for Dot Vegas, Inc's., application to the Internet Corporation for Assigned Names and Numbers ("ICANN") to establish the .vegas top level domain (".vegas TLD") and further, to support Dot Vegas, Inc. as the designated applicant, operator and manager thereof.

Today, Las Vegas or "Vegas", as the City is referred to around the world, is rightfully recognized as one of the world's foremost holiday and convention destinations. This designation has not occurred by accident but through hard work and the dedication of many local agencies. As such, these efforts will continue to be a top priority of the Las Vegas community. The establishment and development of a .vegas TLD will make an invaluable contribution to the community's efforts.

We look forward to working with you as you move the application forward to a successful approval by ICANN. The City is firmly behind you in this endeavor.

Sincerely,

Elizabeth N. Fretwell City Manager

CITY OF LAS VEGAS 400 STEWART AVENUE LAS VEGAS, NEVADA 89101

VOICE 702.229.6011 TTY 702.386.9108 www.lasvegasnevada.gov

# EXHIBIT 2 REVENUE SHARE AGREEMENT

THIS AGREEMENT entered into as of the date set forth below by and between Dot Vegas, Inc., a Nevada corporation ("Company"), and the City of Las Vegas ("City"), a municipal corporation within the State of Nevada, collectively defined as the Parties.

### **RECITALS**

WHEREAS, Company is preparing to submit an application to the Internet Corporation for Assigned Names and Numbers ("ICANN") for authorization to create, operate and manage a .vegas top level domain (".vegas TLD") within the Domain Name System ("DNS") of the Internet; and

WHEREAS, Company has requested that the City provide a written letter of support of Company's .vegas TLD application and the City has agreed to provide said letter of support in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration including the covenants and agreements set forth herein, the Parties agree as follows:

- 1. Expression of Support: In accordance with a resolution adopted by and under the authority of the Las Vegas City Council, the City hereby expresses its full support for Dot Vegas Inc.'s application to ICANN for the creation of a .vegas TLD in the DNS, as well as Dot Vegas, Inc. as the designated applicant, operator and manager of said .vegas TLD. The City, represented by the Mayor [City Manager], will execute and deliver to Company a Council resolution of support in the form attached hereto as Exhibit "A". In consideration of the financial and other accommodations set forth in this Agreement, the City agrees that it will not endorse or otherwise support any competing application, if any, for the creation of a .vegas TLD.
- 2. Revenue Share: For and in consideration of the City's support set forth herein, Dot Vegas Inc. agrees and shall pay to the City the greater of (a) \$0.50 per registration year for each second level domain name (the "Domain Name(s)") registered in the .vegas TLD for which the Company collects domain name registration or renewal revenue; or (b) ten percent (10%) of the gross profits derived by the Company from domain name registrations, or renewals thereof (the "Revenue Share"). As used in this Agreement, "gross profits" shall be defined as gross revenues recognized from domain name registrations or renewals thereof, less fees paid for the provisioning of technical back-end services for the .vegas TLD, the cost of goods, insurance, comarketing or other promotional expenses paid to registrars or other resellers of .vegas domain names, charge-backs, and domain name cancellations. The Revenue Share shall commence with the registration of the first Domain Name registered in the .vegas TLD and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between the Company and ICANN. The Revenue Share payment shall be disbursed to the City on or before the 15<sup>th</sup> day of the month for those Domain Names registered or renewed in the previous calendar month. The Revenue Share payment to the City shall be accompanied by a written statement (the "Revenue Share Statement") setting forth the calculations of the Revenue Share paid, including the total number of Domain Names registered or renewed in the previous month for which the Company recognized registration or

renewal revenue. If the City disputes any amounts shown in the Revenue Share Statement, the City shall notify the Company in writing of such dispute within thirty (30) days from the date of the Revenue Share Statement. The dispute statement shall include a general description of the dispute and documentation supporting the City's position.

The Company will retain at its principal place of business, for a period of three (3) years after the due date of each Revenue Share Statement all of the files, records and books of accounts prepared in the normal course of business which contain data reasonably required for the computation and verification of the amounts paid by the Company in connection with each such Revenue Share Statement. The Company will permit the City and its representatives, on reasonable notice, to audit at any reasonable times (but not more often than twice each fiscal year) all such files, records and books of accounts and to take extracts therefrom and make copies thereof for the purpose of verifying the correctness of the Revenue Share Statements provided by the Company hereunder. The City shall pay the cost of such audits. If any such audit reveals that the Company has underpaid the City, the Company will promptly pay the City the amount of the underpayment.

- 3. Reservation of Domain Names: Attached as Exhibit "B" to this Agreement is a schedule of domain names that the Parties agree will be reserved for use by the City (the "Reserve Domain Names"). The Reserve Domain Names shall be provided to the City at no cost for a period of five (5) years from the launch date of the .vegas TLD. No later than sixty (60) days prior to the end of such five (5) year term, the City shall give written notice to the Company of its intent to renew all or any of the Reserve Domain Names. Thereafter, the City shall pay the Company's established wholesale registration price for those Reserve Domain Names renewed by the City.
- 4. Responsibilities of the Parties: Except for the delivery of the support letter set forth above in Section 1, the City shall not have any responsibilities relating to the application for, establishment or operation of the .vegas TLD. Rather, the Company shall be solely responsible for all aspects of the preparation and submission of the ICANN application, as well as providing and contributing all financial, technical, customer support, personnel and operational resources necessary for the establishment, development and on-going operation of the .vegas TLD in accordance with Company's agreements with ICANN and all other third parties. The Company shall be solely responsible for compliance with all federal and state laws governing the .vegas TLD, as well as all policies and regulations imposed by ICANN and any other applicable governmental body.
- 5. Termination: This Agreement shall commence upon the date of execution hereof (the "Effective Date") and shall continue for the duration of Company's appointment by ICANN as the .vegas TLD registry manager, including any renewals of the original agreement between Company and ICANN. The City may terminate this Agreement only for "cause". As used herein, the term "for cause" shall mean and refer to:
  - (i) Company's failure to pay the Revenue Share as required hereunder, provided said termination shall be effective only if the City notifies Company of a default in payment and Company fails to cure said default within thirty (30) days from the date of Company's receipt of such default notice. In the event the amount of a particular payment is subject to dispute pursuant to Section 3 above, Company shall not be deemed

in default hereunder unless Company fails to make payment within thirty (30) days after the date of resolution of said dispute; or

- (ii) Upon the institution by or against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Company's debts, upon Company's making an assignment for the benefit of creditors, or upon Company's dissolution or ceasing to do business; or
- (iii) Company's appointment by ICANN as registry manager for the .vegas TLD terminates for any reason.
- 6. Independent Contractor: The Parties expressly acknowledge that the Parties hereto are independent entities and nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, employment, or any other relationship unless the Parties shall expressly provide to the contrary. Each Party shall be responsible for its own employees and expenses, including payment of all federal, state and local employment taxes.
- 7. Indemnification: Company shall defend and indemnify the City, against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the operation of the .vegas TLD registry. In such event, Company shall within ten (10) business days of its receipt of the notice of the claim or demand, assume the entire control of the defense, compromise or settlement of the matter, including, at Company's expense, employment of counsel of Company's choice. The City shall reasonably cooperate with Company in the defense of any such claims.
- **8. Assignment; Survival of Agreement:** Company may assign this Agreement, including its rights and obligations hereunder provided the assignee hereof unconditionally agrees in writing to assume, observe, and perform all of Company's obligations set forth herein. Likewise, the City may assign, pledge or otherwise encumber its rights to receive payments hereunder, but shall not assign any of its other rights or obligations in a manner which may adversely impact Company's rights to manage and administer the .vegas TLD.
- 9. Governing Law; Venue: This Agreement shall be subject to, and governed by, the laws of the State of Nevada. The Parties agree that only the courts of the State of Nevada shall have jurisdiction over this Agreement and over any controversies arising out of this Agreement. The Parties further agree and expressly consent to the exclusive personal jurisdiction of and venue in a court of competent jurisdiction located in Clark County, State of Nevada. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorneys' fees and costs, incurred by such party in enforcing the terms of this Agreement.
- 10. Notices: All notices shall be given in writing and delivered (a) personally to the recipient by a recognized courier service which documents remittance and receipt dates, or (b) by certified mail, return receipt requested, to the address designated by a Party hereto in writing to the other Party.

City Council effective October 1, 1999, Company warrants that it has disclosed on the Disclosure of Ownership/Principals, Exhibit "C' attached hereto and incorporated herein as a part hereof, all of the persons or entities holding more than 1% ownership interest in Company, and all of the principals of Company. During the term hereof, Company shall notify the City in writing of any material change in the above disclosure within 15 days of such change. IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of January, 2010. CITY OF LAS VEGAS ("CITY") By: OSCAR B. GOODMAN, Mayor **ATTEST** BEVERLY K. BRIDGES, MMC City Clerk APPROVED AS TO FORM ROBERT S. SYLVAIN Date **Deputy City Attorney** DOT VEGAS, INC ("COMPANY") JAMES E. TREVINO, President

Disclosure of Owners and Principals: Pursuant to Resolution R-105-99 adopted by the

11.

### **ACKNOWLEDGMENTS**

| STATE OF NEVADA                             | )                          |   |
|---|----------------------------|---|
| COUNTY OF CLARK                             | ) ss.<br>)                 |   |
| On this                                     | day of                     | , 2010, personally appeared before me,  |
| the undersigned, a Notary Pu                | blic in and for the County | of Clark, State of Nevada, OSCAR B.     |
| GOODMAN, who acknowle                       | dged that he executed the  | above instrument.                       |
|   |                            |   |
|   |                            |   |
| NOTARY PUBLIC, in and f<br>County and State | or said                    |   |
| •   |                            |   |
|   |                            |   |
|   |                            |   |
| STATE OF NEVADA                             | )<br>) ss.                 |   |
| COUNTY OF CLARK                             | )                          |   |
| On this                                     | day of                     | _, 2010, personally appeared before me, |
| the undersigned, a Notary Pu                | blic in and for the County | of Clark, State of Nevada,              |
|   | who acknowledged that he   | e executed the above instrument.        |
|   |                            |   |
|   |                            |   |
| NOTARY PUBLIC, in and f                     | or said                    |   |
| County and State                            |                            |   |

### **EXHIBIT "B"**

### **RESERVE DOMAIN NAMES**

LasVegasCityCouncil.vegas

CityCouncil.vegas

LasVegasCityManager.vegas

CityManager.vegas

CityOfLasVegas.vegas

CityOfLasVegasNevada.vegas

CLV.vegas

LasVegas.vegas

CityHall.vegas

LasVegasCityHall.vegas

CLV Building And Safety. vegas

City of Las Vegas Building and Safety. vegas

Las Vegas Building and Safety. vegas

CityAttorneysOffice.vegas

CityAttorney.vegas

Las Vegas City Attorneys Office. vegas

LasVegasCityAttorney

CityAuditorsOffice.vegas

CityAuditor.vegas

LasVegasCityAuditor.vegas

DetentionAndEnforcement.vegas

CLVDetentionAndEnforcement.vegas

Las Vegas Detention And Enforcement. vegas

City Of Las Vegas Detention And Enforcement. vegas

CLVFieldOperations.vegas

CityOfLasVegasFieldOperations.vegas

LasVegasFieldOperations.vegas

City Of Las Vegas Finance And Business Services. vegas

CLVFinanceAndBusinessServices.vegas

FireAndRescue.vegas

Las Vegas Fire And Rescue. vegas

CityOfLasVegaFireAndRescue.vegas

CLVFireAndRescue.vegas

CityOfLasVegasHumanResources.vegas

CLVHumanResources.vegas

City Of Las Vegas Information Technologies. vegas

CLVInformationTechnologies.vegas

CityOfLasVegasLeisureServices.vegas

CLVLeisureServices.vegas

MayorsOffice.vegas

LasVegasMayorsOffice.vegas

CityOfLasVegasMayorsOffice.vegas

CLVMayorsOffice.vegas

MunicipalCourt.vegas

Las Vegas Municipal Court. vegas

CityOfLasVegasMunicipalCourt.vegas

CLVMunicipalCourt.vegas

CityOfLasVegasNeighborhoodServices.vegas

CLVNeighborhoodServices.vegas

CityOfLasVegasPlanningAndDevelopment.vegas

CLVPlanningAndDevelopment.vegas

Las Vegas Public Works. vegas

CityOfLasVegasPublicWorks.vegas

CLVPublicWorks.vegas

HistoricFifthStreetSchool.vegas

Historic5thStreetSchool.vegas

FifthStreetSchool.vegas

5thStreetSchool.vegas

RedevelopmentAgency.vegas

LVRDA.vegas

Las Vegas Redevelopment Agency. vegas

CityOfLasVegasRedevelopmentAgency.vegas

CLVRedevelopmentAgency.vegas

Las Vegas Administrative Services. vegas

CityOfLasVegasAdministrativeServices.vegas

CLVAdministrativeServices.vegas

OfficeOfEmergencyManagement.vegas

Las Vegas Emergency Management. vegas

Las Vegas Office Of Emergency Management. vegas

CityOfLasVegasEmergencyManagement.vegas

City Of Las Vegas Of fice Of Emergency Management. vegas

CLVEmergencyManagement.vegas

CLVOfficeOfEmergencyManagement.vegas

DevelopmentServicesCenter.vegas

Las Vegas Development Services Center. vegas

CityOfLasVegasDevelopmentServicesCenter.vegas

CLVDevelopmentServicesCenter.vegas

Office Of Business Development. vegas

Las Vegas Office Of Business Development. vegas

City Of Las Vegas Of fice Of Business Development. vegas

CLVOfficeOfBusinessDevelopment.vegas

LasVegasOfficeOfCommunications.vegas

City Of Las Vegas Of fice Of Communications

CLVOfficeOfCommunications

Las Vegas Metropolitan Police Department. vegas

MetropolitanPoliceDepartment.vegas

LVMPD.vegas

Metro.vegas

CitizenReviewBoard.vegas

LVMPDCitizenReviewBoard.vegas

LasVegas2005.vegas

Las Vegas Centennial Commission.vegas

NeonMuseum.vegas

TheNeonMuseum.vegas

Las Vegas Neon Museum. vegas

NeonBoneyard.vegas

KCLVChannel2.vegas

KCLV.vegas

Channel2.vegas

LasVegasTownHall.vegas

LasVegasCityScene.vegas

LasVegas360.vegas

CommunityCalendar.vegas

Las Vegas Community Calendar. vegas

City of Las Vegas Community Calendar. vegas

CityBeat.vegas

LasVegasCityBeat.vegas

FremontEastDistrict.vegas

Fremont East Entertainment District. vegas

FED.vegas

Las Vegas Animal Control. vegas

CLVAnimalControl.vegas

CityOfLasVegasAnimalControl.vegas

SymphonyPark.vegas

LasVegasSymphonyPark.vegas

18bArtsDistrict.vegas

18bLasVegasArtsDistrict.vegas

18bTheLasVegasArtsDistrict.vegas

TheLasVegasArtsDistrict.vegas

LasVegasArtsDistrict.vegas

DowntownNorthCulturalCorridor.vegas

DowntownNorth.vegas

CulturalCorridor.vegas

Las Vegas Cultural Corridor. vegas

The Smith Center For The Performing Arts. vegas

SmithCenterForThePerformingArts.vegas

SmithCenter.vegas

PerformingArtsCenter.vegas

SmithPerformingArtsCenter.vegas

Helldorado.vegas

HelldoradoDays.vegas

HelldoradoParade.vegas

Las Vegas Helldorado Parade. vegas

Las Vegas Helldorado Days. vegas

TheMobMuseum.vegas

MobMuseum.vegas

LasVegasMobMuseum.vegas

Museum Of Organized Crime And Law Enforcement. vegas

Darling Tennis Center. vegas

AngelParkGolfClub.vegas

AngelPark.vegas

DesertPinesGolfClub.vegas

Las Vegas Municipal Golf Course. vegas

LasVegasGolfCourse.vegas

LasVegasGC.vegas

DurangoHillsGolf.vegas

Durango Hills Golf Club

RoyalLinksGolfClub.vegas

BettyeWilsonSoccerComplex.vegas

KelloggZaherSportsComplex.vegas

ReedWhippleCulturalCenter.vegas

AllAmericanPark.vegas

BarkinBasinPark.vegas

CentennialHillsPark.vegas

ChildrensMemorialPark.vegas

JusticeMyronELeavittFamilyPark.vegas

LorenziPark.vegas

PoliceMemorialPark.vegas

Winding Trails Park. vegas

WoofterPark.vegas

CharlestonHeightsArtCenter.vegas

WestLasVegasArtsCenter.vegas

AlohaShoresPark.vegas

AnsanSisterCityPark.vegas

BakerPark.vegas

Bill BriarePark.vegas

BobBaskinPark.vegas

BradleyBridlePark.vegas

BruceTrentPark.vegas

BuckskinBasinPark.vegas

CameronCommunityPark.vegas

CharlestonHeightsPark.vegas

CharlestonNeighborhoodPreservationPark.vegas

CimarronRosePark.vegas

ClarenceRayMemorialPark.vegas

ColemanPark.vegas

CraginPark.vegas

DexterPark.vegas

DocRomeoPark.vegas

DoolittlePark.vegas

DurangoHillsPark.vegas

EdFountainPark.vegas

EssexWestCharlestonLionsPark.vegas

EstelleNealPark.vegas

EthelPearsonPark.vegas

FirefightersMemorialPark.vegas

FitzgeraldTotLot.vegas

FloydLambParkAtTuleSprings.vegs

FloydLambPark.vegas

FreedomPark.vegas

GarehimeHeightsPark.vegas

GilcreaseBrothersPark.vegas

HadlandPark.vegas

HeersPark.vegas

HeritagePark.vegas

HuntridgeCirclePark.vegas

JamesGayIIIPark.vegas

LluberthaJohnsonPark.vegas

MajesticPark.vegas

MaryDuttonPark.vegas

MikeMorganFamilyPark.vegas

MirabelliPark.vegas

MountainRidgePark.vegas

PatriotPark.vegas

PioneerPark.vegas

PollyGonzalezMemorialPark.vegas

RafaelRiveraPark.vegas

RainbowFamilyPark.vegas

RotaryPark.vegas

SkyridgePark.vegas

StewartPark.vegas

SunnySpringsPark.vegas

TetonTrailsPark.vegas

VeteransMemorialFields.vegas

ViperLacrosseFields.vegas

Thunder bird Family Sports Complex. vegas

WWayneBunkerFamilyPark.vegas

WildwoodPark.vegas

EastLasVegasCommunitySeniorCenter.vegas

SammyDavisJrFestivalPlaza.vegas

CimarronRoseCommunityCenter.vegas

DurangoHillsCommunityCenter.vegas

Lorenzi Adaptive Recreation Center. vegas

RafaelRiveraCommunityCenter.vegas

VeteransMemorialLeisureServicesCenter.vegas

CentennailHillsActiveAdultCenter.vegas

DerfeltSeniorCenter.vegas

Centennial Hills Active Adult Center. vegas

DoolittleSeniorCenter.vegas

DowntownSeniorServicesCenter.vegas

DulaGymnasium.vegas

Howard Lieburn Senior Center. vegas

LasVegasSeniorCenter.vegas

StupakCommunityCenter.vegas

# EXHIBIT "C"

### DISCLOSURE OF OWNERSHIP / PRINCIPALS

# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

| Block 1        | Contracting Entity      |
|----------------|-------------------------|
|                |                         |
| E-MOSSEWIC PCC |                         |
| Name           | Dot Vegas Inc.          |
| Address        | 10161 Park Run Drive    |
|                | Suite 150               |
|                | Las Vegas, Nevada 89145 |
| Telephone      | 702 947-3800            |
|                | 702 575-5073            |
| EIN or DUNS    | 20-5889455              |
| 1              |                         |

| Block 2    | Description   |
|------------|---|
| Subject M  |   |
| Contract/A | greement:   |
|            | Revenue share on .vegas, Top<br>Level Domain registry |
|            |   |
|            |   |
|            |   |
|            |   |
|            | ·   |
| RFP<br>#:  |   |

| Block | (3 Type of B | usiness |             | -                         |   |             |
|-------|--------------|---------|-------------|---------------------------|---|-------------|
|       | Individual   |         | Partnership | Limited Liability Company | × | Corporation |

| In th    | Discless of the Contracting Entity must discless or entities holding more than one-percent |   |                |
|----------|--|---|----------------|
| , a.o. p | FULL NAME/TITLE  | BUSINESS ADDRESS  | BUSINESS PHONE |
| 1.       | James E. Trevino, President and CEO, Chairman of Board of Directors                        | Dot Vegas Inc.<br>10161 Park Run Drive, Suite 150<br>Las Vegas, Nevada 89145                | (702) 947-3800 |
| 2.       | Bart P. Mackay, Executive Vice<br>President, Director                                      | Mackay & Associates<br>1193 S. 2100 E., Springville, Utah<br>84663                          | (801) 734-0263 |
| 3.       | Dustin R. Trevino, Chief Financial<br>Officer, Director                                    | Dot Vegas Inc.<br>10161 Park Run Drive, Suite 150<br>Las Vegas, Nevada 89145                | (702) 947-3800 |
| 4.       | Joseph W. Brown, Director  | Jones Vargas<br>3773 Howard Hughes Parkway,<br>Third Floor South<br>Las Vegas, Nevada 89109 | (702) 862-3300 |
| 5.       |  |   |                |
| 6.       |  |   |                |
| 7.       |  |   |                |
| 8.       |  |   |                |
| 9.       |  |   |                |

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| L | 10. |   |   |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets:

| Block 5 Disclosure of Ownership and Principals - Alternate  |   |  |
|---|---|--|
| If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persor entities holding an ownership interest) under federal law (such as disclosure required by the Securand Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure be attached to this Certificate in lieu of providing the information set forth in Block 4 above description of such disclosure documents must be included below. |   |  |
| Name of Attached Document:  | ·   |  |
| Date of Attached Document:  | Number of Pages:  |  |
| I certify, under penalty of perjury, that complete, and accurate. I further certify above named Contracting Entity.  STATE OF NEVADA? SS.:  | all the information provided in this Certificate is current, that I am an individual authorized to contractually bind the |  |
| Subscribed and sworn to before me this  | o Date  |  |
| day of  |   |  |
| JANUARY 2010.   | ow)   |  |
| Notary Public   |   |  |
| Notary Pistilic - State of Neva<br>County of Clark<br>EDDIE FIGUEROA<br>My Appointment Expires<br>No: 07-4434-1 August 6, 2011  | da  |  |